

Electronically Recorded

Tarrant County Texas

Official Public Records

4/8/2011 3:08 PM

D211083193

Mary Louise Garcia

PGS 21 \$96.00

Texas Midstream Gas Services, L.L.C.
P.O. Box 18162
Oklahoma City, OK 73154-0162

Submitter: TEXAS MIDSTREAM GAS SERVICES

TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY ERXCHANGE

PROJECT: 901642-101

TRACT NUMBER: TX-TARR-LOME-003.00, 004.00, 004.00.01 & 004.02

COUNTY: TARRANT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

TEMPORARY FACILITIES AND CONSTRUCTION EASEMENT AGREEMENT

This Temporary Facilities and Construction Easement Agreement ("Agreement"), dated April 25, 2008, is between, Stephen Clare Horning Lockwood (hereinafter referred to as "Grantor", whether one or more), and Texas Midstream Gas Services, L.L.C., P.O. Box 18162, Oklahoma City, OK 73154-0162, an Oklahoma limited liability company, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For the consideration of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee the following temporary easements through, across and under portions of the land owned by Grantor which is described on **Exhibit A** attached hereto and incorporated herein by reference ("Grantor's Land"):

1. The temporary right to construct, operate and maintain a single pipeline, not to exceed eight inches (8") in nominal pipe diameter (the "Temporary Pipeline"), to be buried in the 20-foot "Temporary Pipeline Easement Property" (hereinafter so called) which is described on **Exhibit B** attached hereto and incorporated herein by reference, and to be buried in that portion of the "Permanent Easement Property", as such term is defined in that certain Permanent Easement Agreement of even date herewith between Grantor and Grantee (the "Permanent Easement"), which lies between the 20-foot Temporary Pipeline Easement Property and the "Temporary Dehydration Easement Property" (hereinafter so called) which is described on **Exhibit C** attached hereto and incorporated herein by reference. No above ground appurtenances shall be constructed except for reasonably necessary cathodic test protection stations; provided, however, pipeline markers may be placed above ground where the Temporary Pipeline enters and exits Grantor's Land (so long as the markers do not interfere with Grantor's surface uses) or other legally required locations. This Agreement is subject to the exceptions, reservations, terms and conditions hereinafter set forth. Underground appurtenances may include, but not be limited to, valves, fittings, meters, risers, graphite and steel anodes, and other devices for the control of pipeline corrosion, and other appurtenances that do not interfere with Grantor's full use and right of the surface, that Grantee may determine to be necessary or convenient for the safe and efficient operation of the pipeline.

2. Non-exclusive temporary construction easements over and across those portions of Grantor's Land which are described on the attached **Exhibits D and E** in order to construct the pipeline contemplated in the Permanent Easement and the Temporary Pipeline.

3. The temporary right to construct, operate and maintain a temporary dehydration station (the "Dehydrator") on the Temporary Dehydration Easement Property.

This Agreement and the temporary easements and other rights granted to Grantee hereunder shall automatically terminate and shall be of no force or effect upon the expiration of 12 months from the date of this Agreement. Grantee may extend the term for a period of six months by paying to Grantor the sum of \$250,000.00 before the expiration of the initial 12-month term. Such extension will not be effective until a written extension agreement providing for automatic termination of the extended term is entered into between Grantor and Grantee and recorded in the Real Property Records of Tarrant County, Texas.

It is further agreed as follows:

1. The right to use the easements herein granted shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, installing, improving, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the route or routes of, and removing at will, in whole or in part, the Temporary Pipeline and the Dehydrator, for the transportation of oil, gas and other petroleum fluids or substances, or any of them, and the products thereof. During the term of this Agreement, Grantee shall have the right of ingress and egress over and across the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property to survey, conduct reasonable and necessary construction activities, to remove structures and objects located within the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property.

2. The pipeline to be constructed by Grantee within the Temporary Pipeline Easement Property shall be buried to a minimum of forty-eight inches (48") below the surface of the ground at the time of construction measured from the top of the pipe to the surface of the ground. Grantee shall have the right to select the exact location of the Temporary Pipeline. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Temporary Pipeline. Grantee shall also have a right of entry and access in, to, through, on, over, under, and

across the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property for all purposes necessary and at all times convenient and necessary to exercise the rights granted to it by this Agreement.

3. The consideration paid by Grantee for this Agreement includes the market value of the easements herein conveyed by Grantor and any and all damages to Grantor's Land. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock and growing crops during the periods of the original construction of the Temporary Pipeline and/or the Dehydrator. Grantee shall not make or permit any connection of any other pipeline at any place on the Temporary Pipeline Easement Property, change the size of the pipeline or lay any additional pipeline, without the written permission of Grantor, its successors and assigns. Grantee shall pay such additional sums to the Grantor for the placement of any additional lines and/or for any increase in the burden on Grantor's Land caused by alteration or change in the line or lines contemplated by this Agreement.

4. Grantee will construct and maintain soil conservation devices on the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property as may be reasonably required to prevent damage to Grantor's Land from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the Temporary Pipeline and/or the Dehydrator and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the Temporary Pipeline and/or the Dehydrator. Grantee shall have the right to install, maintain and use gates, of at least quality to the best of those otherwise installed by Grantor on fences relating to Grantor's Land, in all fences which now cross or shall cross the easement or which provide access to Grantor's Land. Before cutting any existing fence that crosses the right-of-way, it shall be properly supported on either side of the contemplated opening by steel H-braces to prevent the remainder of the fence from sagging. Upon completion of construction, all fences cut or disturbed by construction shall be replaced in as good or better condition than existed before. Grantee shall allow Grantor to install its own lock if Grantor so chooses.

5. Grantor, and Grantor's designees and other grantees, may use the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using the Temporary Pipeline Easement Property for agricultural, open space, commercial development, parking lots, driveways, railroad spurs, landscape areas, street and roadway purposes. Grantor is permitted, after review by Grantee, to construct any and all driveways, railroad spurs, streets and roadways, at any angle of not less than forty five (45) degrees to Grantee's pipeline, across the Temporary Pipeline Easement Property. Grantor, and Grantor's designees and other grantees, may also construct and/or install water, sewer (See Paragraph 14 below), gas, electric, cable TV, telephone or other utility lines over, across, under and upon the Temporary Pipeline Easement Property at any angle of not less than forty five (45) degrees to Grantee's pipeline, provided that all legally required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. Subsurface improvements shall be installed with at least twenty-four inch (24") spacings from Grantee's pipeline. The use of the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of the governmental entity with authority over the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property. Grantor must notify Grantee in writing at least thirty (30) days before commercial development, parking lots, driveways, railroad spurs, landscape areas, streets, roadways, utilities or other encroachments are installed on the Temporary Pipeline Easement Property to enable Grantee to take whatever action Grantee deems necessary to protect the integrity of Grantee's pipeline.

6. Grantor may not use any part of the Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Temporary Pipeline Easement Property for the purposes for which the Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property is being used by Grantee. Grantor is not permitted to conduct any of the following activities on the Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property without the written permission of Grantee, which permission shall not be unreasonably withheld or delayed: (1) construct any temporary or permanent building or site improvements, other than landscape areas, parking lots, driveways, railroad spurs, streets and roads and utilities; (2) drill or operate any well; (3) remove soil or change the grade or slope; (4) impound surface water; or (5) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the easements granted by the Agreement are being acquired may be placed, erected, installed or permitted upon the Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property without the written permission of Grantee, which permission shall not be unreasonably withheld or delayed. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not unreasonably interfere in any manner with the purposes for which the easements are conveyed by this Agreement. Any improvements, whether above or below ground, installed by Grantor in contravention of the terms of this Agreement subsequent to the date that Grantee acquires possession of the Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property, may be removed by Grantee without liability to Grantor for damages.

7. Grantee has the right to trim or cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee, its successors and assigns, as may be necessary to prevent possible interference with the operation of the pipeline and to remove possible hazard thereto, and the right to remove or prevent the

construction of, any and all buildings, structures, reservoirs or other obstructions on the Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property which, in the reasonable judgment of the Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Temporary Pipeline or the Dehydrator.

8. Grantor shall retain all the oil, gas, and other minerals in, on and under the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property, but it will be permitted to extract the oil, gas and other minerals from and under the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use of the Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property for the purposes for which the temporary easements are being used by Grantee.

9. Trenching shall be by double ditching done in such a manner so that the top twelve inches (12") of soil will be separated from the balance of the dirt removed in making the ditch or trench for installation of the pipeline. In backfilling after installation of the pipeline, the topsoil first removed shall be used as cover soil in such a manner so as to result in it being returned to the top of the ditch as top soil. Upon completion of the project construction and at the termination of this Agreement, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder of Grantor's Land cannot stray from the fenced pastures. Grantee shall hydro-mulch with Bermuda seed the right of way after construction and at the termination of this Agreement. Grantee shall remove and dispose of all rocks three inches (3") or more in diameter from the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property and from Grantor's Land as directed by Grantor. No construction trash or materials shall be buried in the Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property. Grantee shall clean up all debris after construction and at the termination of this Agreement. Grantee shall take all measures in order to minimize damages to surface improvements including but not limited to trees and landscaping. All surface repair and restoration work shall be performed expeditiously. If Grantee fails to cause any surface repair or restoration to be performed expeditiously after construction and at the termination of this Agreement, Grantor may undertake such repair or restoration work whereupon Grantee shall reimburse Grantor for all costs incurred by Grantor, upon demand, together with interest at the highest lawful rate from the date of expenditure.

10. Grantee will maintain the pipeline and facilities or structures that it installs on the Temporary Pipeline Easement Property and the Temporary Dehydration Easement Property. At all times that Grantee is engineering, constructing, laying and installing the Dehydrator and/or the Temporary Pipeline, Grantee shall abide by the most stringent (i.e. presently class 4 pipe according to The Railroad Commission of Texas standards) pipeline safety regulations and applicable standards of the pipeline industry. Grantee agrees and obligates itself to conduct its operations upon Grantor's property in compliance with all federal, state and local laws.

11. It is expressly provided that this Agreement does not cover or include any rights or privileges of hunting with firearms or dogs on Grantor's Land, and no right to fish thereon, nor the taking of game or fish in any manner, all such hunting and fishing rights being expressly reserved to Grantor, and Grantee agrees to instruct its agents, servants, employees and contractors, not to bring any firearms or hunting equipment on the right-of-way premises and not to hunt or fish thereon, nor to take game or fish in any manner.

12. Grantee shall have the right to assign this easement, in whole or in part, to one or more assignees. The provisions of this Agreement, including all benefits and burdens, shall run with the land and shall benefit and burden the parties hereto and their respective heirs, personal representatives, successors and assigns. The undersigned warrant that they are authorized to execute this Agreement on behalf of the parties to this Agreement.

13. Upon Grantor's request, in connection with Grantor's interest in preserving the surface estate of Grantor's Land, Grantee shall enter into good faith negotiations with other pipeline companies for use of the Temporary Pipeline Easement Property by the other pipeline companies for additional pipelines. Grantor shall be entitled to such compensation as is available to Grantor in connection with the use of the Temporary Pipeline Easement Property for such additional pipelines. Nothing herein shall prevent Grantee from seeking such compensation as to which it may be entitled.

14. Grantee hereby acknowledges and agrees that Grantor and/or the City of Mansfield, Texas (the "City") will install sanitary sewer lines within the Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property; pursuant to easements which will be granted in the future. The alignments and elevation charts for such sanitary sewer lines are depicted and detailed on **Exhibit F** attached hereto and incorporated herein by reference. Grantee agrees to cooperate with the Grantor, and Grantor agrees to cooperate with Grantee in order that the respective requirements for both Grantee's pipeline, and said sanitary sewer lines are addressed in a coordinated fashion.

15. Grantee hereby covenants and agrees that if, at any time, it becomes necessary for Grantee to damage any parking lot, driveway, railroad spur, landscape area, roadways, streets or utilities constructed on the

Temporary Pipeline Easement Property or the Temporary Dehydration Easement Property and/or Grantor's Land, all costs of restoring any parking lot, driveway, landscape area, railroad spurs, roadways, streets or utilities to their original condition shall be borne and paid for by Grantee. No such damaging work shall proceed without the prior written consent of Grantor which shall not be unreasonably withheld or delayed.

16. Grantee agrees to indemnify and hold harmless Grantor and Grantor's employees, agents, partners, designees, contractors, guests, invitees, heirs, personal representatives, successors and assigns (the "Indemnified Parties") from and against all liability, claims, suits, demands, causes of action, damages, losses, and expenses, including reasonable attorneys' fees, incurred by any of the Indemnified Parties and arising out of or in connection with Grantee's performance or non-performance under this Agreement, including, without limitation, those related to (1) bodily injury, illness, or death, or property damage, and **SPECIFICALLY INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL LIABILITIES,** and (2) caused in whole or in part by the acts or omissions of Grantee, or those of a contractor or subcontractor, or those of anyone employed by them or for whose acts Grantee or a contractor or subcontractor may be liable. **THIS INDEMNITY SHALL BE FULLY EFFECTIVE NOTWITHSTANDING THE SOLE OR COMPARATIVE NEGLIGENCE OF INDEMNIFIED PARTIES.** Without limiting the generality of the foregoing, if any act or omission (or alleged act or omission) of Grantee or of any contractor or subcontractor, or any other person for whom Grantee is liable, results in or gives rise to any lien or other charge or order for the payment of money being filed against Grantor's Land (irrespective of whether such lien, charge, order, or financing statement is valid or enforceable as such), Grantee shall, at no cost, charge or expense to any Indemnified Party, cause the same to be canceled and discharged of record or bonded.

17. At all times, Grantee shall maintain a comprehensive policy of commercial general liability insurance naming Grantor as an additional insured, at no expense to Grantor. The amount of the insurance must be at least \$1,000,000 for each occurrence, and \$5,000,000 general aggregate per policy year. The amounts of the insurance shall not limit Grantee's liability nor relieve Grantee of any obligation under this Agreement. Grantee shall deliver a copies of the policies or certificates evidencing the insurance coverage required hereunder to Grantor prior to entering Grantor's Land. Such insurance requirements may be met by a combination of self-insurance, primary and excess insurance policies.

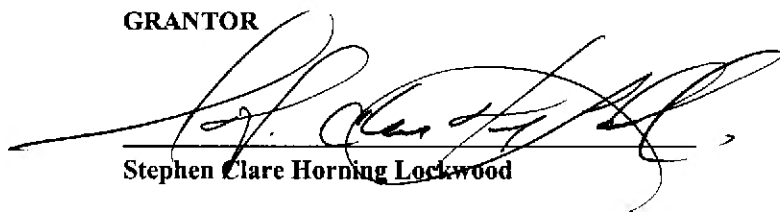
18. All rights of Grantee herein shall ipso facto terminate and revert to Grantor, Grantor's heirs, legal representatives, and assigns upon the expiration of the term of this Agreement. Within 6 months following the termination of this Agreement, Grantee shall remove the Temporary Pipeline, the Dehydrator and all other property from Grantor's Land. Following the expiration of such period, any such property remaining on Grantor's Land may be removed and disposed of by Grantor.

19. In granting this easement, Grantor makes no warranties of any kind, expressed or implied.

20. This Agreement may be executed in one or more counterparts, each of which when taken together shall constitute one and the same agreement, and each of which shall constitute an original copy of this Agreement.

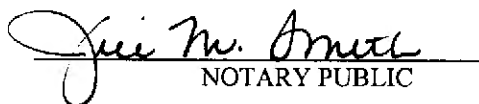
EXECUTED this 16 day of April, 2008.

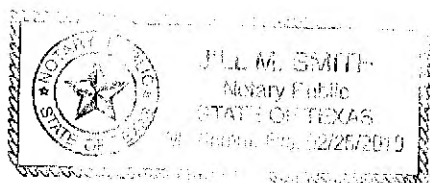
GRANTOR


Stephen Clare Horning Lockwood

STATE OF TEXAS)
)
COUNTY OF Tarrant) ss.

The foregoing instrument was acknowledged before me this 16 day of April 2008, by Stephen Clare Horning Lockwood.


NOTARY PUBLIC



EXECUTED this ____ day of _____, 2008.

GRANTEE
Texas Midstream Gas Services, L.L.C.

By: _____
Name: James C. Johnson
Title: President

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) ss.

The foregoing instrument was acknowledged before me this ____ day of _____ 2008, by James C. Johnson, as President of Texas Midstream Gas Services, L.L.C..

NOTARY PUBLIC

After recording, return to:
Texas Midstream Gas Services, L.L.C.
P.O. Box 18162
Oklahoma City, OK 73154-0162

EXECUTED this 25th day of April, 2008.

GRANTEE

Texas Midstream Gas Services, L.L.C.

By: _____

Name: _____

James C. Johnson

Title: _____

President

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

ss. _____

The foregoing instrument was acknowledged before me this 25 day of April, 2008, by James C. Johnson, as President of Texas Midstream Gas Services, L.L.C..



Jessica King
NOTARY PUBLIC



After recording, return to:
Texas Midstream Gas Services, L.L.C.
P.O. Box 18162
Oklahoma City, OK 73154-0162

EXHIBIT ~~A~~ B

TX-TARR-LOME-003.00

STEPHEN C. HORNING-LOCKWOOD
& SALLY B. HORNING-LOCKWOOD
VOL. 12278, PG. 1222
D.R.T.C.T.

MILTON GREGG SURVEY
ABSTRACT No. 555

70' TEMPORARY
CONSTRUCTION EASEMENT

20' TEMPORARY
PIPELINE
EASEMENT
0.105 AC.
(4,574 SQ. FT.)
CL LENGTH= 229 LF
(14 RODS)

TX-TARR-LOME-003.01

30' PERMANENT
PIPELINE
EASEMENT

20' UTILITY ESMT.
VOL. 15687, PG. 531
D.R.T.C.T.

S 26°20'10" W
20.38'

N 26°20'10" E
45.85'
N 74°42'08" W
2,216.15'

TX-TARR-LOME-002.00
100' R.O.W.
UNION PACIFIC RAILROAD

TX-TARR-LOME-002.01
30' PIPELINE EASEMENT
Doc. No. 0206202300
D.R.T.C.T.

N 75°58'37" W
1391.66'

N 15°15'30" E
35.00'

S 74°44'30" E
215.64'

PLACE OF
BEGINNING

N 74°44'30" W
20.00'

S 15°15'30" W
15.00'

N 74°44'30" W
191.72'

70' TEMPORARY
CONSTRUCTION EASEMENT

30' PERMANENT
PIPELINE EASEMENT

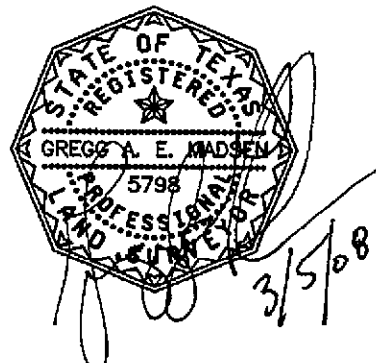
TX-TARR-LOME-001.03

MANSFIELD ECONOMIC
DEVELOPMENT CORP.
D204166392
D.R.T.C.T.

* LEGEND *

- CM CONTROLLING MONUMENT
- IRF IRON ROD FOUND
- IRS IRON ROD SET
- TEMPORARY EASEMENT
- PERMANENT EASEMENT

BEARINGS BASED ON TEXAS STATE PLANE
COORDINATES SYSTEM NAD 83, NORTH
CENTRAL ZONE 4202 UTILIZING CITY OF
MANSFIELD MONUMENTS TNP-K AND TNP-3.
TITLE INFORMATION PROVIDED BY TEXAS
MIDSTREAM GAS SERVICES, L.L.C.



TX-TARR-LOME-003.00-TPE-B.dwg

WA 07138

16:28

REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. TX-TARR-LOME-2.01-4.02

SURVEYOR PREPARING THIS EXHIBIT

WIA WIER & ASSOCIATES, INC.

texas MIDSTREAM
GAS SERVICES

LOCKWOOD TO MEDC PIPELINE
STEPHEN C. HORNING-LOCKWOOD & SALLY B. HORNING-LOCKWOOD
20' TEMPORARY PIPELINE EASEMENT
TARRANT COUNTY, TEXAS

DRAWN BY: TVW	DATE: 01-21-2008	DWG. NO.	REV.
CHECKED BY: DCC	DATE: 02-09-08	5 OF 9	
SCALE: 1" = 100'	APP: 02-20-2008		

EXHIBIT ~~15~~ B

**FIELD NOTE DESCRIPTION
20' TEMPORARY PIPE LINE EASEMENT**

BEING A TRACT OF LAND LOCATED IN THE IN THE MILTON GREGG SURVEY, ABSTRACT No. 555, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO STEPHEN C. HORNING-LOCKWOOD AND SALLY B. HORNING-LOCKWOOD, AS RECORDED IN VOLUME 12278, PAGE 1222, OF THE DEED RECORDS OF TARRANT COUNTY TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH A 1/2 INCH IRON ROD FOUND WITH CAP STAMPED "BRITTAIN & CRAWFORD" BEARS N 75°58'37" W, 1,391.66 FEET, BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD (A 100' RIGHT-OF-WAY) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HERITAGE PARKWAY (A 120' RIGHT-OF-WAY);

THENCE N 15°15'30"E DEPARTING THE NORTH RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, 35.00 FEET TO A POINT;

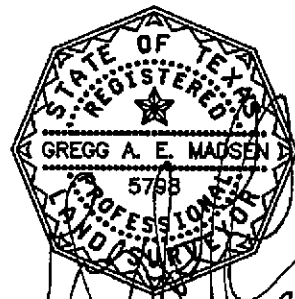
THENCE S 74°44'30"E, 215.64 FEET TO A POINT;

THENCE S 26°20'10"W, 20.38 FEET TO A POINT;

THENCE N 74°44'30"W, 191.72 FEET TO A POINT;

THENCE S 15°15'30"W, 15.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD;

THENCE N 74°44'30"W ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID UNION PACIFIC RAILROAD, 20.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.105 ACRES (4,574 SQUARE FEET) OF LAND.



BEARINGS BASED ON TEXAS STATE PLANE
COORDINATES SYSTEM NAD 83, NORTH
CENTRAL ZONE 4202 UTILIZING CITY OF
MANSFIELD MONUMENTS TNP-K AND TNP-3.

TITLE INFORMATION PROVIDED BY TEXAS
MIDSTREAM GAS SERVICES, L.L.C.

REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. TX-TARR-LOME-2.01-4.02

SURVEYOR PREPARING THIS EXHIBIT

WIA WIER & ASSOCIATES, INC.

t e x s MIDSTREAM
GAS SERVICES

LOCKWOOD TO MEDC PIPELINE
STEPHEN C. HORNING-LOCKWOOD & SALLY B. HORNING-LOCKWOOD
20' TEMPORARY PIPELINE EASEMENT
TARRANT COUNTY, TEXAS

DRAWN BY: TVW	DATE: 01-29-2008	DWG. NO.	REV.
CHECKED BY: DCC	DATE: 02-09-08	4 OF 9	
SCALE: N/A	APP.: 02-20-2008		

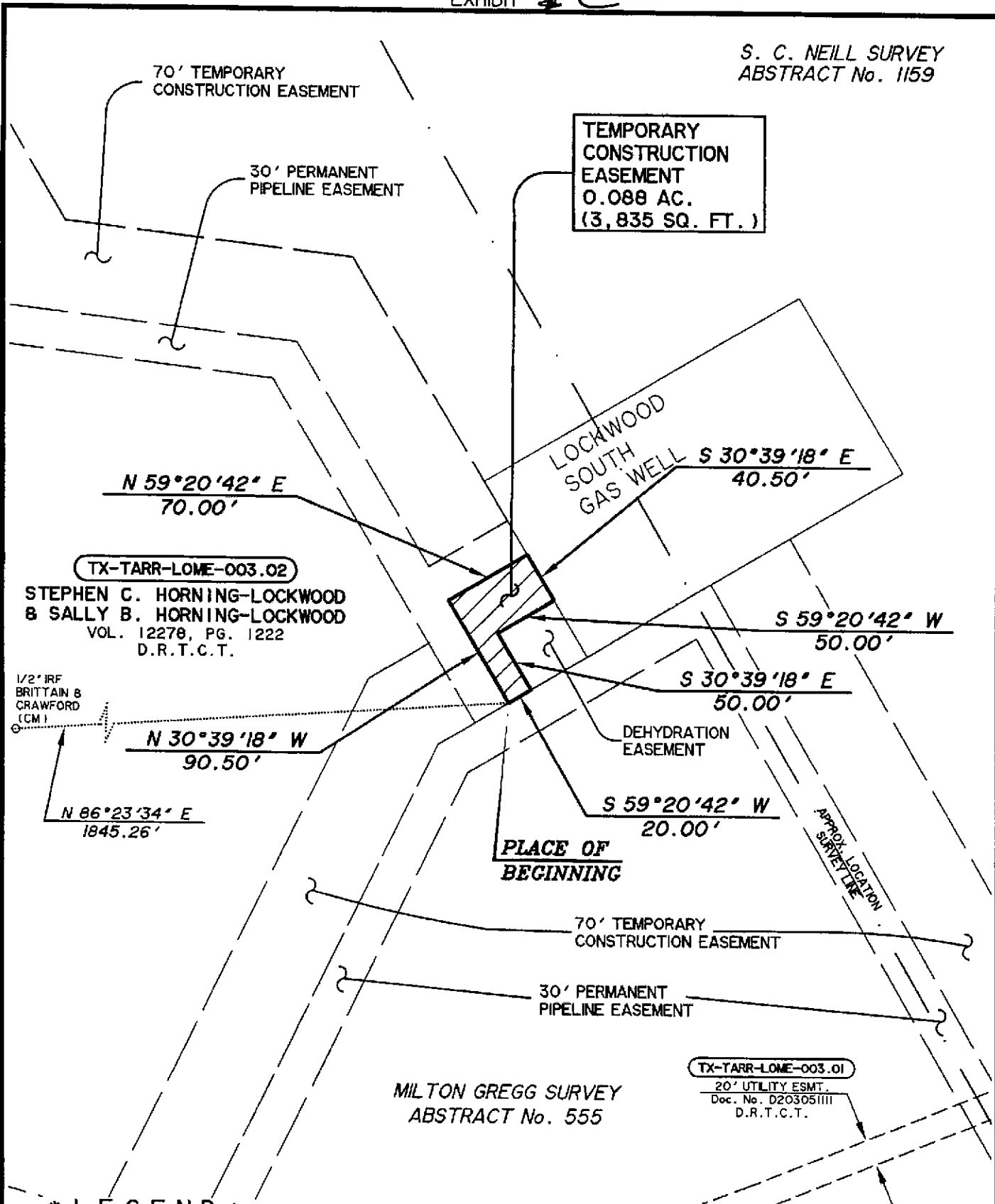
TX-TARR-LOME-003-00-TPM-B.dwg

WAS 07138

18126

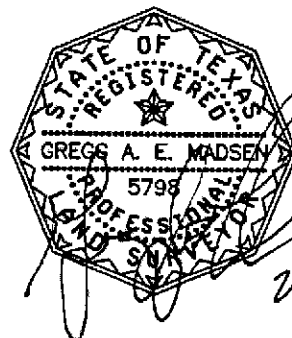
EXHIBIT *EC*

S. C. NEILL SURVEY
ABSTRACT No. 1159



- CM CONTROLLING MONUMENT
- IRF IRON ROD FOUND
- IRS IRON ROD SET
- TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT PIPELINE EASEMENT

BEARINGS BASED ON TEXAS STATE PLANE
COORDINATES SYSTEM NAD 83, NORTH
CENTRAL ZONE 4202 UTILIZING CITY OF
MANSFIELD MONUMENTS TNP-K AND TNP-3.
TITLE INFORMATION PROVIDED BY TEXAS
MIDSTREAM GAS SERVICES, L.L.C.



texas MIDSTREAM
GAS SERVICES

LOCKWOOD TO MEDC PIPELINE
STEPHEN C. & SALLY B. HORNING-LOCKWOOD
TEMPORARY CONSTRUCTION EASEMENT
TARRANT COUNTY, TEXAS

REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. TX-TARR-LOME-003.02

SURVEYOR PREPARING THIS EXHIBIT

WIA WIER & ASSOCIATES, INC.

DRAWN BY: TVW

DATE: 01-21-2008

DWG. NO.

REV.

CHECKED BY: DCC

DATE: 02-06-08

5 OF 11

SCALE: 1" = 100'

APP.: 02-20-2008

TX-TARR-LOME-003.02-TCE-A.dwg

WJ 07138

16:40

EXHIBIT *8-C*

FIELD NOTE DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT

BEING A TRACT OF LAND LOCATED IN THE IN THE MILTON GREGG SURVEY, ABSTRACT No. 555, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO STEPHEN C. HORNING-LOCKWOOD AND SALLY B. HORNING-LOCKWOOD, AS RECORDED IN VOLUME 12278, PAGE 1222, OF THE DEED RECORDS OF TARRANT COUNTY TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH A 1/2-INCH IRON ROD FOUND WITH A CAP STAMPED "BRITTAIN & CRAWFORD" BEARS S 86°23'34"W, 1845.26 FEET BEING THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID HERITAGE PARKWAY AND THE NORTH LINE OF UNION PACIFIC RAILROAD (A 100' RIGHT-OF-WAY);

THENCE N 30°39'18"W, 90.50 FEET, TO A POINT;

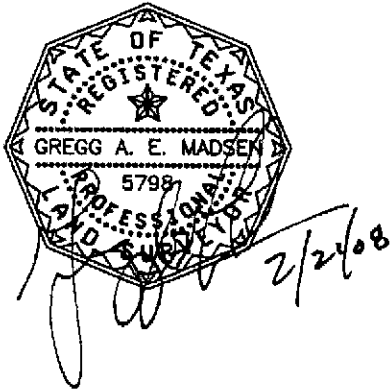
THENCE N 59°20'42"E, 70.00 FEET, TO A POINT;

THENCE S 30°39'18"E, 40.50 FEET, TO A POINT;

THENCE S 59°20'42"W, 50 00 FEET, TO A POINT;

THENCE S 30°39'18"E, 50.00 FEET, TO A POINT;


THENCE S 59°20'42"W, 20 00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.088 ACRES (3,835 SQUARE FEET) OF LAND.



BEARINGS BASED ON TEXAS STATE PLANE COORDINATES SYSTEM NAD 83, NORTH CENTRAL ZONE 4202 UTILIZING CITY OF MANSFIELD MONUMENTS TNP-K AND TNP-3. TITLE INFORMATION PROVIDED BY TEXAS MIDSTREAM GAS SERVICES, L.L.C.

t e x s  **MIDSTREAM**
G A S S E R V I C E S

LOCKWOOD TO MEDC PIPELINE
STEPHEN C. & SALLY B. HORNING-LOCKWOOD
TEMPORARY CONSTRUCTION EASEMENT
TARRANT COUNTY, TEXAS

REV.	DATE	BY	DESCRIPTION	CHK.
PROJECT NO. TX-TARR-LOME-003.02				
SURVEYOR PREPARING THIS EXHIBIT				
 WIER & ASSOCIATES, INC.				

DRAWN BY: TVW	DATE: 01-29-2008	DWG. NO.	REV.
CHECKED BY: OCC	DATE: 02-06-08	4 OF 11	
SCALE: N/A	APP.: 02-20-2008		

TX-TARR-LOME-003.02-TCM-A.dwg
WAJ 07138
16:40

EXHIBIT *2* *C*

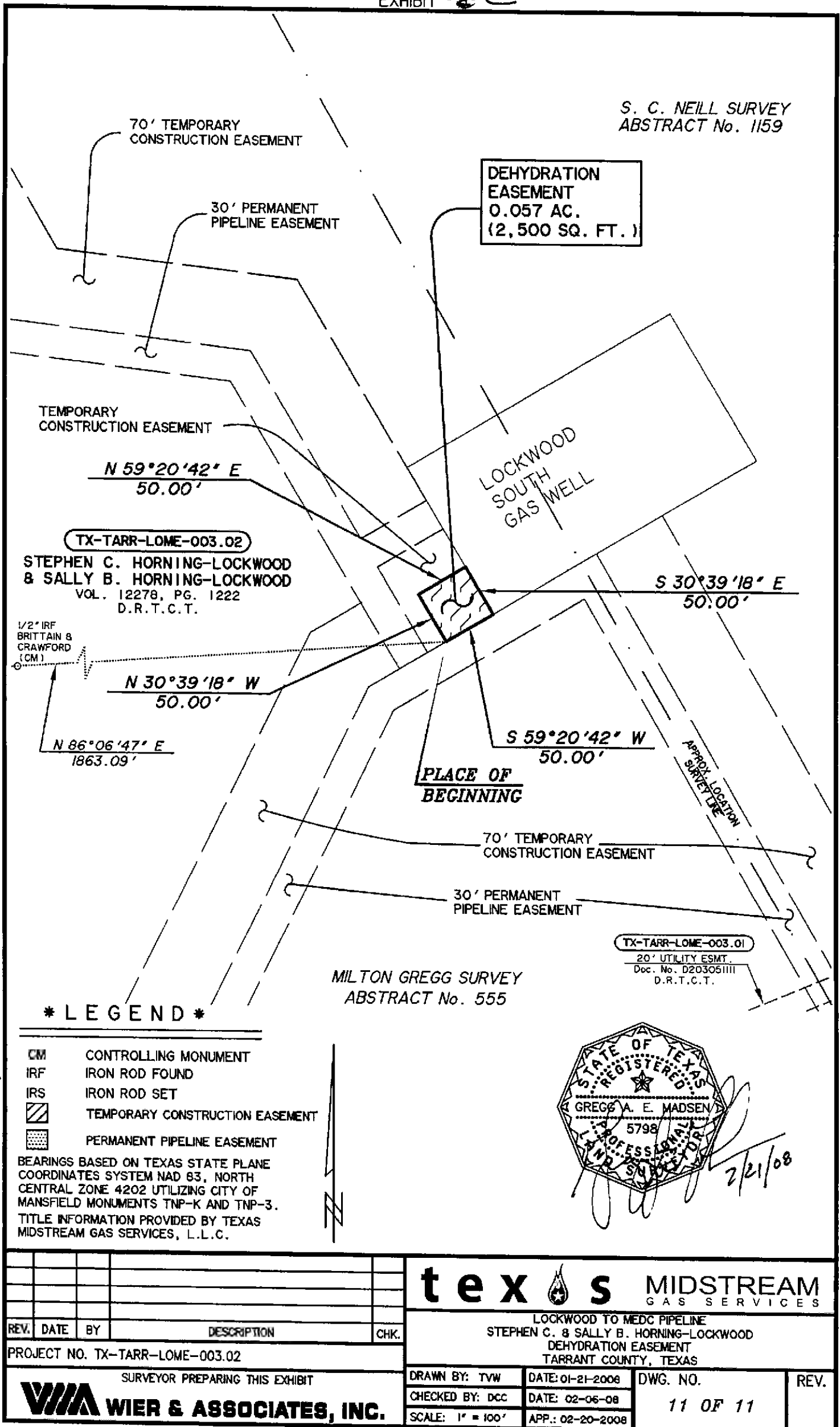


EXHIBIT 'E' C

FIELD NOTE DESCRIPTION
DEHYDRATION EASEMENT

BEING A TRACT OF LAND LOCATED IN THE IN THE MILTON GREGG SURVEY, ABSTRACT No. 555, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO STEPHEN C. HORNING-LOCKWOOD AND SALLY B. HORNING-LOCKWOOD, AS RECORDED IN VOLUME 12278, PAGE 1222, OF THE DEED RECORDS OF TARRANT COUNTY TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

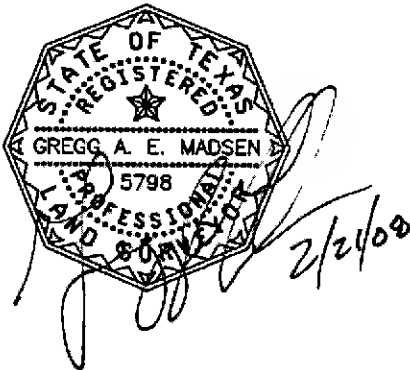
BEGINNING AT A POINT BEING, FROM WHICH A 1/2-INCH IRON ROD FOUND WITH A CAP STAMPED "BRITTAIN & CRAWFORD" BEARS S 59°06'22"W, 1,863.09 FEET AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID HERITAGE PARKWAY AND THE NORTH LINE OF UNION PACIFIC RAILROAD (A 100' RIGHT-OF-WAY);

THENCE N 30°39'18"W, 50.00 FEET, TO A POINT;

THENCE N 59°20'42"E, 50.00 FEET, TO A POINT;

THENCE S 30°39'18"E, 50.00 FEET, TO A POINT;

THENCE S 59°20'42"W, 50.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.057 ACRES (2,500 SQUARE FEET) OF LAND.



BEARINGS BASED ON TEXAS STATE PLANE
COORDINATES SYSTEM NAD 83, NORTH
CENTRAL ZONE 4202 UTILIZING CITY OF
MANSFIELD MONUMENTS TNP-K AND TNP-3.
TITLE INFORMATION PROVIDED BY TEXAS
MIDSTREAM GAS SERVICES, L.L.C.

REV.	DATE	BY	DESCRIPTION	CHK.

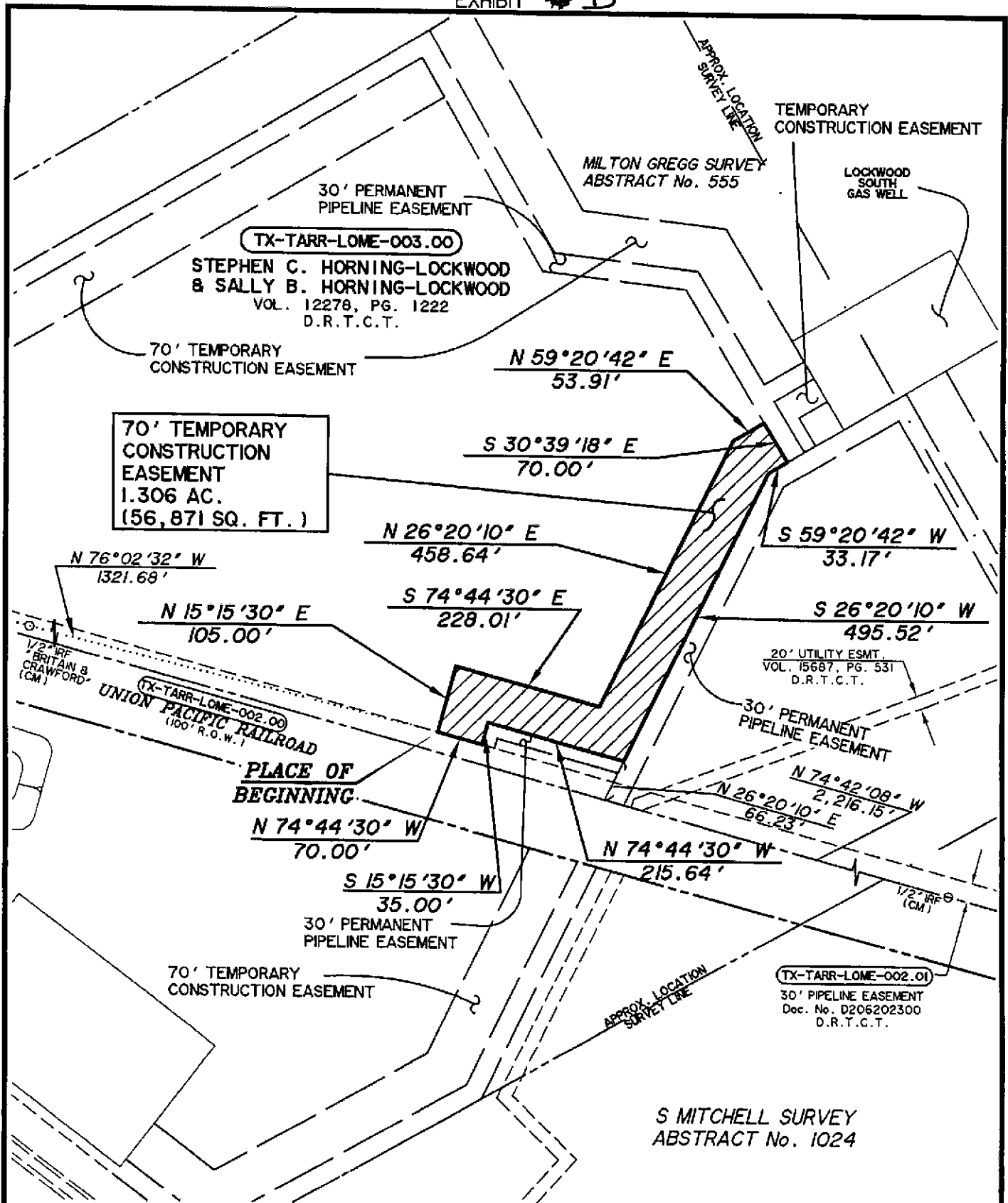
PROJECT NO. TX-TARR-LOME-003.02

SURVEYOR PREPARING THIS EXHIBIT
WIA WIER & ASSOCIATES, INC.

t e x s MIDSTREAM
GAS SERVICES

LOCKWOOD TO MEDC PIPELINE
STEPHEN C. & SALLY B. HORNING-LOCKWOOD
DEHYDRATION EASEMENT
TARRANT COUNTY, TEXAS

DRAWN BY: TVW	DATE: 01-29-2008	DWG. NO.	REV.
CHECKED BY: DCC	DATE: 02-06-08	10 OF 11	
SCALE: N/A	APP.: 02-20-2008		

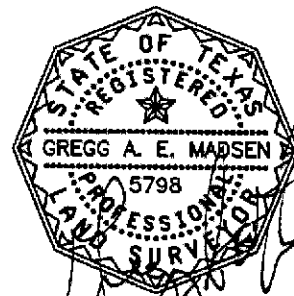
EXHIBIT **D**

* LEGEND *

CM	CONTROLLING MONUMENT
IRF	IRON ROD FOUND
IRS	IRON ROD SET
	TEMPORARY EASEMENT
	PERMANENT EASEMENT

BEARINGS BASED ON TEXAS STATE PLANE COORDINATES SYSTEM NAD 83, NORTH CENTRAL ZONE 4202 UTILIZING CITY OF MANSFIELD MONUMENTS TNP-K AND TNP-3.

TITLE INFORMATION PROVIDED BY TEXAS MIDSTREAM GAS SERVICES, L.L.C.



TX-TARR-LOME-003.00-TCE-A.dwg

WAF 07138

16.30

REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. TX-TARR-LOME-2.01-4.02

SURVEYOR PREPARING THIS EXHIBIT

WIER & ASSOCIATES, INC.
texas MIDSTREAM
GAS SERVICES

LOCKWOOD TO MEDC PIPELINE
STEPHEN C. HORNING-LOCKWOOD & SALLY B. HORNING-LOCKWOOD
70' TEMPORARY CONSTRUCTION EASEMENT
TARRANT COUNTY, TEXAS

DRAWN BY: TVW DATE: 01-21-2008

CHECKED BY: DCC DATE: 02-07-08

SCALE: 1" = 200' APP.: 02-20-2008

DWG. NO.

7 OF 9

REV.

EXHIBIT ~~A~~ D

FIELD NOTE DESCRIPTION
70' TEMPORARY CONSTRUCTION EASEMENT

BEING A TRACT OF LAND LOCATED IN THE IN THE MILTON GREGG SURVEY, ABSTRACT No. 555, TARRANT COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO STEPHEN C. HORNING-LOCKWOOD AND SALLY B. HORNING-LOCKWOOD, AS RECORDED IN VOLUME 12278, PAGE 1222, OF THE DEED RECORDS OF TARRANT COUNTY TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH A 1/2 INCH IRON ROD FOUND WITH CAP STAMPED "BRITAIN & CRAWFORD" BEARS N 76°02'32" W, 1,321.68 FEET, BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD (A 100' RIGHT-OF-WAY) AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF HERITAGE PARKWAY (A 120' RIGHT-OF-WAY);

THENCE N 15°15'30"E DEPARTING THE NORTH LINE OF A 30 FOOT PIPELINE EASMENT AS RECORDED IN DOCUMENT No. D206202300, OF THE DEED RECORDS OF TARRANT COUNTY TEXAS (D.R.T.C.T.), 105.00 FEET TO A POINT;

THENCE S 74°44'30"E, 228.01 FEET TO A POINT;

THENCE N 26°20'10"E, 458.64 FEET TO A POINT;

THENCE N 59°20'42"E, 53.91 FEET TO A POINT;

THENCE S 30°39'18"E, 70.00 FEET TO A POINT;

THENCE S 59°20'42"W, 33.17 FEET TO A POINT;

THENCE S 26°20'10"W, 495.52 FEET TO A POINT;

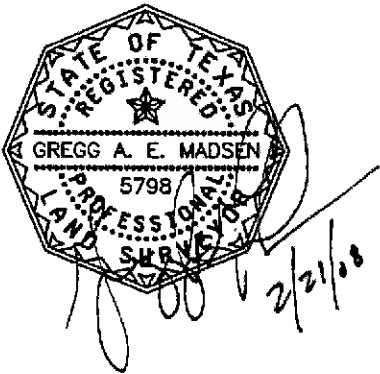
THENCE N 74°44'30"W, 215.64 FEET TO A POINT;

THENCE S 15°15'30"W, 35.00 FEET TO A POINT ON THE NORTH LINE OF SAID 30 FOOT PIPELINE EASEMENT;

THENCE N 74°44'30"W ALONG THE NORTH LINE OF SAID 30 FOOT PIPELINE EASEMENT, 70.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.306 ACRES (56,871 SQUARE FEET) OF LAND.

BEARINGS BASED ON TEXAS STATE PLANE
COORDINATES SYSTEM NAD 83, NORTH
CENTRAL ZONE 4202 UTILIZING CITY OF
MANSFIELD MONUMENTS TNP-K AND TNP-3.

TITLE INFORMATION PROVIDED BY TEXAS
MIDSTREAM GAS SERVICES, L.L.C.



REV.	DATE	BY	DESCRIPTION	CHK.

PROJECT NO. TX-TARR-LOME-2.01-4.02

SURVEYOR PREPARING THIS EXHIBIT

WIA WIER & ASSOCIATES, INC.

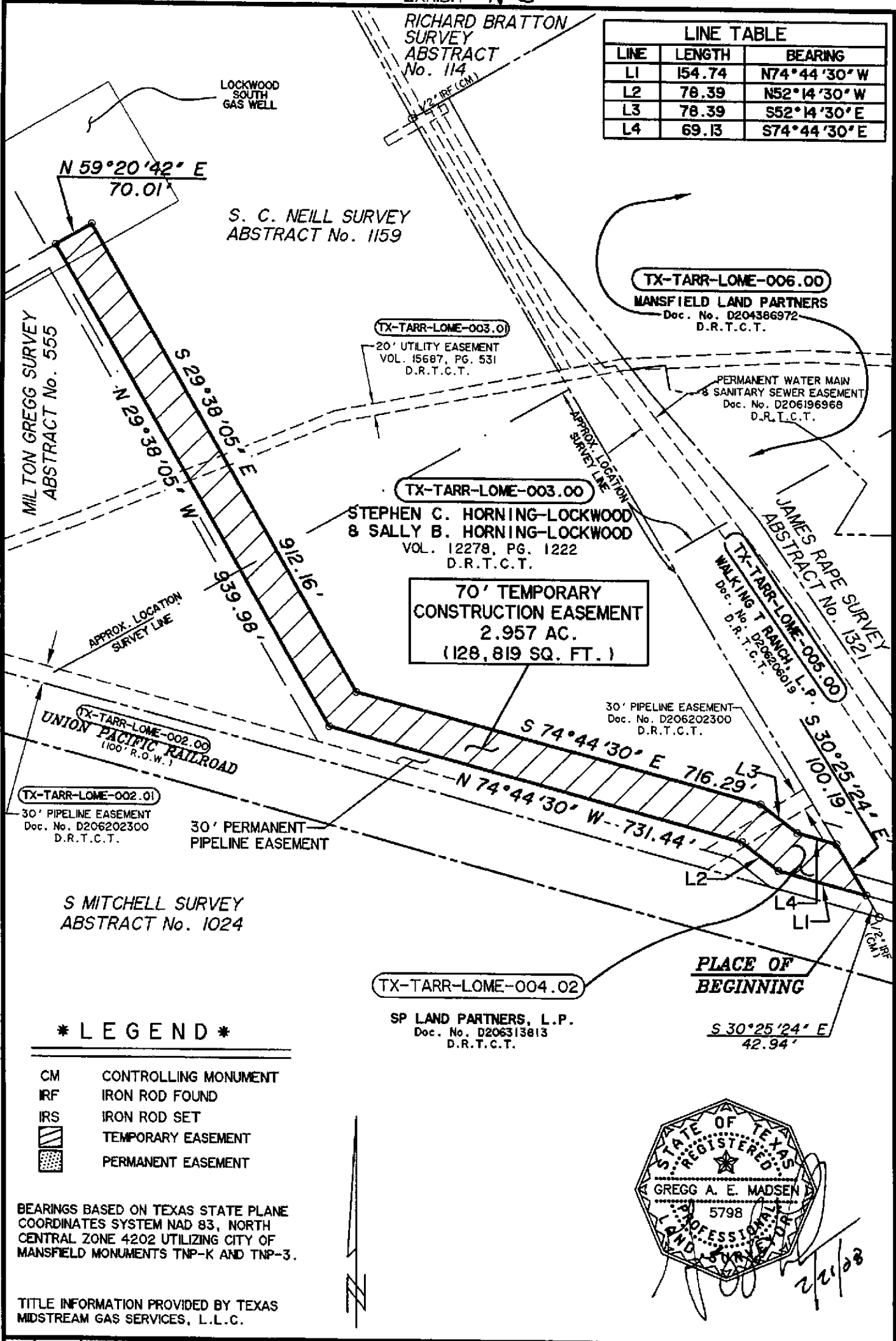
t e x s MIDSTREAM
GAS SERVICES

LOCKWOOD TO MEDC PIPELINE
STEPHEN C. HORNING-LOCKWOOD & SALLY B. HORNING-LOCKWOOD
70' TEMPORARY CONSTRUCTION EASEMENT
TARRANT COUNTY, TEXAS

DRAWN BY: TVW	DATE: 01-29-2008
CHECKED BY: DCC	DATE: 02-09-08
SCALE: N/A	APP.: 02-20-2008

DWG. NO.	REV.
6 OF 9	

EXHIBIT ~~RE~~ E



LINE TABLE		
LINE	LENGTH	BEARING
L1	154.74	N74°44'30" W
L2	78.39	N52°14'30" W
L3	78.39	S52°14'30" E
L4	69.13	S74°44'30" E

N 59°20'42" E
70.01'

S. C. NEILL SURVEY
ABSTRACT No. 1159

TX-TARR-LOME-003.01

20' UTILITY EASEMENT
VOL. 15687, PG. 531
D.R.T.C.T.

TX-TARR-LOME-006.00

MANSFIELD LAND PARTNERS
Doc. No. D204386972
D.R.T.C.T.

PERMANENT WATER MAIN
& SANITARY SEWER EASEMENT
Doc. No. D206196968
D.R.T.C.T.

TX-TARR-LOME-003.00

STEPHEN C. HORNING-LOCKWOOD
& SALLY B. HORNING-LOCKWOOD
VOL. 12278, PG. 1222
D.R.T.C.T.

70' TEMPORARY
CONSTRUCTION EASEMENT
2.957 AC.
(128,819 SQ. FT.)

30' PIPELINE EASEMENT
Doc. No. D206202300
D.R.T.C.T.

APPROX. LOCATION
SURVEY LINE

TX-TARR-LOME-002.00
UNION PACIFIC RAILROAD
(100' R.O.W.)

TX-TARR-LOME-002.01

30' PIPELINE EASEMENT
Doc. No. D206202300
D.R.T.C.T.

30' PERMANENT
PIPELINE EASEMENT

S MITCHELL SURVEY
ABSTRACT No. 1024

TX-TARR-LOME-004.02

SP LAND PARTNERS, L.P.
Doc. No. D206313813
D.R.T.C.T.

PLACE OF
BEGINNING

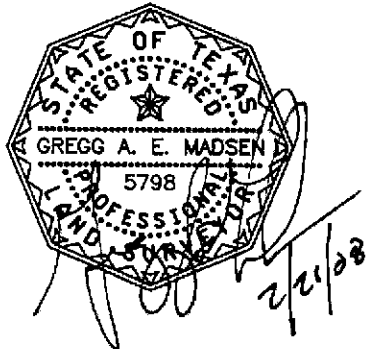
S 30°25'24" E
42.94'

* LEGEND *

- CM CONTROLLING MONUMENT
- IRF IRON ROD FOUND
- IRS IRON ROD SET
- TEMPORARY EASEMENT
- PERMANENT EASEMENT

BEARINGS BASED ON TEXAS STATE PLANE
COORDINATES SYSTEM NAD 83, NORTH
CENTRAL ZONE 4202 UTILIZING CITY OF
MANSFIELD MONUMENTS TNP-K AND TNP-3.

TITLE INFORMATION PROVIDED BY TEXAS
MIDSTREAM GAS SERVICES, L.L.C.



TX-TARR-LOME-003.00-TCE-B.dwg

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				tex s MIDSTREAM GAS SERVICES	
LOCKWOOD TO MEDC PIPELINE STEPHEN C. HORNING-LOCKWOOD & SALLY B. HORNING-LOCKWOOD 70' TEMPORARY CONSTRUCTION EASEMENT TARRANT COUNTY, TEXAS					
REV.	DATE	BY	DESCRIPTION	CHK.	
PROJECT NO. TX-TARR-LOME-2.01-4.02					
SURVEYOR PREPARING THIS EXHIBIT					
WIA WIER & ASSOCIATES, INC.					
DRAWN BY: APR		DATE: 02-20-2008		DWG. NO.	
CHECKED BY: DCC		DATE: 02-09-08		9 OF 9	
SCALE: 1" = 200'		APP.: 02-01-2008		REV.	

EXHIBIT 'S' E

FIELD NOTE DESCRIPTION
70' TEMPORARY CONSTRUCTION EASEMENT

BEING A TRACT OF LAND LOCATED IN THE IN THE S. MITCHELL SURVEY, ABSTRACT No. 1024 AND S.C. NEILL SURVEY, ABSTRACT No. 1159, BEING A PORTION OF A TRACT OF LAND DESCRIBED IN DEED TO STEPHEN C. HORNING-LOCKWOOD & SALLY B. HORNING-LOCKWOOD, AS RECORDED IN VOLUME 12278. PAGE, 1222, OF THE DEED RECORDS OF TARRANT COUNTY TEXAS (D.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 30°25'24" E, 42.94 FEET, BEING THE MOST SOUTHEASTERLY CORNER OF SAID LOCKWOOD TRACT AND IN THE NORTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD (A 100' RIGHT-OF-WAY) AND ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO WALKING T RANCH, L.P., RECORDED IN DOCUMENT NUMBER D206206019, D.R.T.C.T.;

THENCE N 74°44'30" W PARALLELING 30 FEET NORTH OF THE NORTH LINE OF SAID UNION PACIFIC RAILROAD, 154.74 FEET TO A POINT;

THENCE N 52°14'30" W CROSSING THE SOUTH LINE OF A 30 FOOT PIPELING EASEMENT AS RECORDED IN DOCUMENT No. D206202300, D.R.T.C.T., 78.39 FEET TO A POINT;

THENCE N 74°44'30" W PARALLELING 30 FEET NORTH OF SAID 30 FOOT PIPELINE EASEMENT, 731.44 FEET TO A POINT;

THENCE N 29°38'05" W, 939.98 FEET TO A POINT;

THENCE N 59°20'42" E, 70.01 FEET TO A POINT;

THENCE S 29°38'05" E, 912.16 FEET TO A POINT;

THENCE S 74°44'30" E, 716.29 FEET TO A POINT;

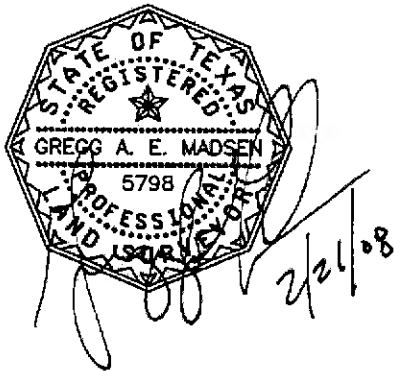
THENCE S 52°14'30" E, 78.39 FEET TO A POINT;

THENCE S 74°44'30" E, 69.13 FEET TO A POINT BEING IN THE NORTHEAST LINE OF SAID LOCKWOOD TRACT AND BEING IN THE SOUTHWEST LINE OF SAID WALKING T RANCH TRACT;

THENCE S 30°25'24" E, ALONG THE NORTHEAST LINE OF SAID LOCKWOOD TRACT AND THE SOUTHWEST LINE OF SAID WALKING T RANCH TRACT, 100.19 FEET TO THE PLACE OF BEGINNING, CONTAINING 2.957 ACRES (128,819 SQUARE FEET) OF LAND.

BEARINGS BASED ON TEXAS STATE PLANE
COORDINATES SYSTEM NAD 83, NORTH
CENTRAL ZONE 4202 UTILIZING CITY OF
MANSFIELD MONUMENTS TNP-K AND TNP-3.

TITLE INFORMATION PROVIDED BY TEXAS
MIDSTREAM GAS SERVICES, L.L.C.

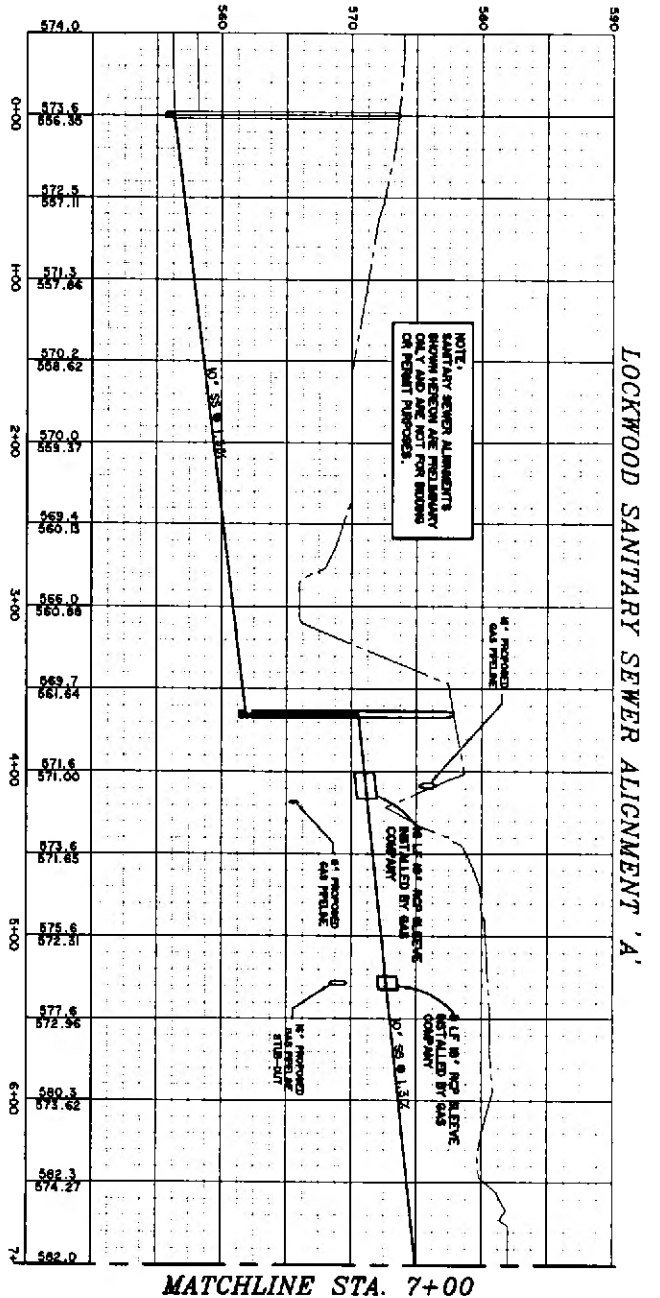
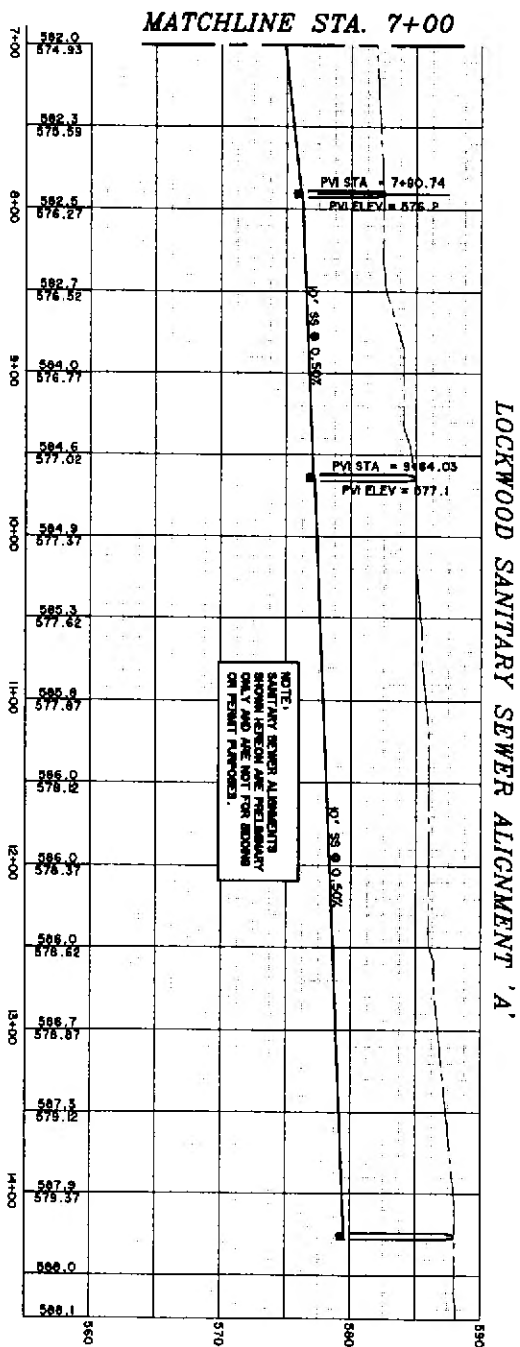


TX-TARR-LOME-003.00-TCH-B.dwg
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16:30

					t e x s MIDSTREAM GAS SERVICES			
					LOCKWOOD TO MEDC PIPELINE STEPHEN C. HORNING-LOCKWOOD & SALLY B. HORNING-LOCKWOOD 70' TEMPORARY CONSTRUCTION EASEMENT TARRANT COUNTY, TEXAS			
PROJECT NO. TX-TARR-LOME-2.01-4.02					DRAWN BY: TVW	DATE: 01-29-2008	DWG. NO.	REV.
SURVEYOR PREPARING THIS EXHIBIT					CHECKED BY: OCC	DATE: 02-09-08	8 OF 9	
VIA WIER & ASSOCIATES, INC.					SCALE: N/A	APP: 02-20-2008		

EXHIBIT **F**

TWE 4-13 FILE:Sheet3.dwg



SANITARY SEWER EXHIBIT

PREPARED BY:
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
4300 DELURY PLACE, SUITE 130, ARLINGTON, TEXAS 76010-6270 (817)407-7700
1300 U.S. HIGHWAY 207 & SUITE 101, WINTERFELD, TEXAS 76093-0000 (817)407-6700
8040 ELM STREET, FREDERICK, TEXAS 75844-0000 (409)367-0000
www.wierassociates.com

COMMITTEE &
DATE: 10/1/2009
SHEET NO.
2 OF 3

EXHIBIT F

TME 4-15 FILE: Ssanex3.dwg

